

IT IS HEREBY ADJUDGED  
and DECREED this is SO  
ORDERED.



1 **TIFFANY & BOSCO**  
2 P.A.  
3 **2525 EAST CAMELBACK ROAD**  
4 **SUITE 300**  
5 **PHOENIX, ARIZONA 85016**  
6 **TELEPHONE: (602) 255-6000**  
7 **FACSIMILE: (602) 255-0192**

Dated: April 18, 2010

*Sarah Manera*  
SARAH S. CURLEY  
U.S. Bankruptcy Judge

6 Mark S. Bosco  
7 State Bar No. 010167  
Leonard J. McDonald  
8 State Bar No. 014228  
Attorneys for Movant

9 10-05819

10 **IN THE UNITED STATES BANKRUPTCY COURT**  
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 No. 2:09-bk-33615-SSC

14 Victor Joseph Fiorello and Maria Teresita Rafols  
15 Debtors.

Chapter 7

16 Everhome Mortgage Company  
17 Movant,

ORDER

18 vs.  
19 Victor Joseph Fiorello and Maria Teresita Rafols,  
Debtors, S. William Manera, Trustee.

(Related to Docket #16)

20 Respondents.

21  
22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed  
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,  
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

26

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated March 24, 2006 and recorded in the office of the  
3 Maricopa County Recorder wherein Everhome Mortgage Company is the current beneficiary and Victor  
4 Joseph Fiorello and Maria Teresita Rafols have an interest in, further described as:

5 LOT 118, OF BROOKS RANCH, ACCORDING TO THE PLAT OF RECORD IN THE  
6 OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,  
7 RECORDED IN BOOK 603 OF MAPS, PAGE 23 AND CERTIFICATE OF CORRECTION  
RECORDED AS 2002-130569 AND 2004-1018106.

8 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written  
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
14 to which the Debtor may convert.